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UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

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UNITED STATES OF AMERICA                                 :         **CRIMINAL COMPLAINT**  
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CHAUNCEY I. BROWN, III                                 :         Mag. No. 08-

I, James J. Breen, being duly sworn, state the following is true and correct to the best of my knowledge and belief.

From in or about September 2006 to in or about December 2006, in Passaic County, in the District of New Jersey and elsewhere, defendant

CHAUNCEY I. BROWN, III

did knowingly and willfully attempt to obstruct, delay, and affect interstate commerce by extortion under color of official right, namely by soliciting and accepting a \$5,000 corrupt payment that was paid by another, with that person's consent.

In violation of Title 18, United States Code, Section 1951(a) and Section 2.

I further state that I am a Special Agent with the Federal Bureau of Investigation, and that this complaint is based on the following facts:

SEE ATTACHMENT A

continued on the attached page and made a part hereof.

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James. J. Breen, Special Agent  
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,  
August 20, 2008, at Newark, New Jersey

HONORABLE CLAIRE C. CECCHI  
UNITED STATES MAGISTRATE JUDGE

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Signature of Judicial Officer

## ATTACHMENT A

I, James J. Breen, am a Special Agent with the Federal Bureau of Investigation ("FBI"). I have personally participated in this investigation and am aware of the facts contained herein, based upon my own investigation, as well as information provided to me by other law enforcement officers. Because this Attachment A is submitted for the limited purpose of establishing probable cause, I have not included herein the details of every aspect of the investigation. Statements attributable to individuals contained in this Attachment are related in substance and in part, except where otherwise indicated. All contacts discussed herein were recorded on audio and video, except where otherwise indicated.

1. At all times relevant to this Complaint, defendant CHAUNCEY I. BROWN, III (hereinafter "defendant BROWN") served as a member of the Paterson Board of Education (hereinafter "Paterson BOE") in Paterson, New Jersey. In his capacity as an elected board member, defendant BROWN's duties included, but were not limited to, participating in the allocation of school district resources, establishing district policy and approving certain district expenditures and contracts, to include contracts for insurance brokerage services.

2. At all times relevant to this Complaint, two cooperating witnesses ("CW-1" and CW-2") and an undercover law enforcement agent ("UCA") purported to be representatives of companies capable of providing insurance brokerage services (the "Insurance Brokerage Company") to governmental entities. As represented by these individuals, the Insurance Brokerage Company was based in New Jersey, did business in various states, and paid for goods and services in interstate commerce.

3. Beginning in or about the summer of 2006, CW-1 and CW-2 made several contacts with public officials from municipalities throughout New Jersey. One of those officials (hereinafter "Official 1") was paid as an employee of the Insurance Brokerage Company for Official 1's efforts in securing insurance contracts from Official 1's own and other municipalities.

4. On or about September 22, 2006, with the assistance of Official 1, defendant BROWN met the CWs in Atlantic City, New Jersey. During this consensually recorded meeting, Official 1 accepted a \$2,000 cash payment for defendant BROWN, at defendant BROWN's direction, and in his presence, in exchange for defendant BROWN's official assistance in obtaining insurance brokerage business in Passaic County. Defendant BROWN thanked the CWs for trusting him but advised that he felt more comfortable, meeting for the first time, that the \$2,000 payment be given to Official

1. At the conclusion of the meeting, defendant BROWN told the CWs that he was pleased with the meeting, and stated "I don't think I'll have any problem bringing you into Passaic County."

5. On or about October 26, 2006, defendant BROWN met the CWs and Official 1 at a gathering at a casino in Atlantic City, New Jersey. During the meeting, Official 1 advised CW-2 that defendant BROWN was "definitely coming through on Paterson [Board of Education]." Defendant BROWN replied "I don't wanna talk about Paterson. I'll talk about anything else but Paterson. Its not appropriate. Its basically done [and] I don't wanna talk about that." After Official 1 left the room, defendant BROWN continued his conversation with CW-2 privately. Defendant BROWN explained that Official 1 was going to present the Insurance Brokerage Company's insurance services at a Paterson BOE workshop meeting. Defendant BROWN further explained how he had instructed Official 1 to handle this workshop:

At the workshop meeting, I told [Official 1] 'Just spend two or three minutes; just hand out pamphlets to everybody' . . . Its a benefit for employees and I'll chip in on the Board's side . . . its a no-brainer . . . The Board should consider [moving] forward and that's it, I'm out of it . . . [I]ts not gonna be a problem.

6. Shortly after this discussion, defendant BROWN accepted a \$5,000 cash payment from CW-2 in exchange for defendant BROWN's official assistance in securing insurance brokerage business with the Paterson BOE, in favor of the Insurance Brokerage Company.

7. On or about September 14, 2007, defendant BROWN was interviewed by law enforcement agents concerning the aforementioned transaction. When presented with video and audio evidence of defendant BROWN's acceptance of \$5,000, as set forth in Paragraph 6, defendant BROWN stated "Yes, it was wrong to take money for contracts." Defendant BROWN further acknowledged that this \$5,000 payment was in consideration for an insurance brokerage contract with the Paterson Board of Education - an institution of which he was a member at the time.

8. On or about June 11, 2008, defendant BROWN was reinterviewed by law enforcement agents concerning this same matter. When re-presented with the same video and audio recordings evidencing his acceptance of payments of \$2,000 and \$5,000, defendant BROWN admitted his unlawful conduct by pointing at the computer screen and stating "that's illegal." Defendant BROWN further acknowledged that he had introduced Official 1 to the Paterson BOE assistant superintendent to assist the Insurance

Brokerage Company Business in obtaining insurance brokerage business with the Paterson BOE.